

**PARTICIPATING ADDENDUM
AMENDMENT #2
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
NEXTEL OF CALIFORNIA, INC.
MASTER PRICE AGREEMENT
12-00115**

1. **Scope** is modified as follows: All eligible purchasers within this government or education entity (State of California employees are not able to purchase from this contract) are authorized to purchase products and services under the terms and conditions of this price agreement.
2. Changes to the terms and conditions of the signed California Participating Addendum are as follows:
 - A. By mutual agreement of the Department of General Services and Nextel of California, Inc., Paragraph 7 is modified as follows:
 - 1) The remaining 1 year option to extend the contract is changed to four, three-month options to extend.
 - 2) Extend the contract term for a three-month period, ending September 30, 2005 with an option to extend an additional nine months using three month options.
 - B. Item 2, (a), California General Provision. The following changes/additions have been incorporated to the California General Provision, revised dated October 1, 2002 attached:
 - 1) California General Provision No. 3, Termination for Non-Appropriation of Funds has been revised.
 - 2) California General Provision No. 4, Payment Provisions has been renamed to read Required Payment Date, and has been revised.
 - 3) California General Provision No. 6, Examination and Audit has been revised.
 - 4) California General Provision No. 14, Forced, Convict and Indentured Labor has been renamed to read Sweatfree Code of Conduct, and has been revised.
 - 5) California General Provision No. 17, Americans with Disabilities Act has been revised.
 - 6) The following five provisions have been added to the California General Provisions:
 - Provision 20. Compliance with Statues and Regulations has been added.
 - Provision 21. Electronic Waste Recycling Act of 2003
 - Provision 22. Use Tax Collection
 - Provision 23. Expatriate Corporations
 - Provision 24. Domestic Partners
 - 7) Item 2 (n), California Participating Addendum. The following is added to State of California Quarterly Report requirement. Payment of the administrative fee by Contractor shall be made to DGS irrespective of reimbursement by each participating entity.

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C. Item 4 is modified as follows:

Primary Contact: The primary state government contact for this participating addendum is as follows:

**Theresa LeClaire
Multiple Award Program
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
(916) 375-4383 (voice)
(916) 375-4663 (fax)
theresa.leclaire@dgs.ca.gov**

- D. Item 6 is added as follows: The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective. Early Termination Fees may apply, in accordance with terms and conditions of the Master Price Agreement, as modified.**
- E. Item 7 is added as follows: At the State's sole option, the Department of General Services (DGS), reserves the right to invoke negotiations, when in the best interests of the State, pursuant to Public Contract Code Section 6611(b). Contractor shall participate, in good faith, in such negotiations, to reach mutually acceptable terms at the State's request.**
- F. Item 8 is added as follows: Changes to this contract's terms and conditions at the purchase order level are not allowed.**
- G. Contractor certifies that it, and its agents, subsidiaries, partners, joint venturers, and subcontractors for this procurement have complied with Section 1, Chapter 8.6 Public Resources Code §42490 et seq. and any regulations adopted pursuant to Section 1, Chapter 8.6 of the Public Resources Code or to demonstrate that Section 1, Chapter 8.6 of the Public Resources Code is inapplicable to all lines of business engaged in by the contractor, its agents, subsidiaries, partners, joint venturers, or subcontractors.**

Yes X No Inapplicable*

*** Contractor must include in the contract information substantiation that demonstrates that Section 1, Chapter 8.6 of the Public Resources Code is inapplicable to all lines of business engaged in by the contractor, its agents, subsidiaries, partners, joint venturers, or subcontractors. Failure of a contractor to provide information to adequately demonstrate that this Chapter is inapplicable shall result in their disqualification from this procurement."**

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H. Item 9 is added as follows:

The primary Nextel of California, Inc. customer contact for this Participating Addendum is changed to:

**Nextel Wireless Services
Primary Account Representative
Danielle Catalfio
8202 East Lincoln Drive
Scottsdale, AZ 85250
Nextel: (602) 757-7533
Fax: (480)342-8147
e-mail: danielle.catalfio@nextel.com**

- 3. Assignment of Contract Agreement from State of New Mexico to State of Nevada to WSCA Wireless Communications Services and Equipments Master Price Agreement is hereby incorporated with the exception of Exhibit B (Nevada Terms and Conditions).**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

The original Participating Addendum and the Price Agreement together with its amendments (Amendment #1 and #2) and exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its amendments and exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its amendments and exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of California:

By: Rita Hamilton

Name: Rita Hamilton

Title: Deputy Director

Date: 7/29/05

Nextel of California, Inc.

By: H. Leon Frazier

Name: H. Leon Frazier

Title: VP Public Sector

Date: June 30, 2005

PARTICIPATING ADDENDUM
AMENDMENT #1
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
NEXTEL OF CALIFORNIA, INC.
MASTER PRICE AGREEMENT
12-00115

1. Scope: All eligible purchasers within this government or education entity (State of California, including its authorized employees and representatives) are authorized to purchase products and services under the terms and conditions of this price agreement.

2. Changes: Changes to the terms and conditions of the signed Master Price Agreement are as follows:

- a. Paragraph 7 is modified as follows: The agreement is effective June 1, 2003 through June 30, 2005 and may be mutually renewed for an additional one-year term unless terminated pursuant to the terms of this agreement. In no event shall this agreement remain in effect beyond June 30, 2006.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of California

Contractor: Nextel of California, Inc.

By: _____

By: _____

MICHELLE OGATA

Name: _____

ACQUISITIONS BRANCH MANAGER

Title: _____

Date: _____

Date: _____